

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	09/28/2012

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Scratch DJ Game, LLC		09/28/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA	
Name:	inMusic Brands, Inc.
Street Address:	200 Scenic View Drive
Internal Address:	Suite 201
City:	Cumberland
State/Country:	RHODE ISLAND
Postal Code:	02864
Entity Type:	CORPORATION: FLORIDA

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Serial Number:	85536935	SCRATCH: THE ULTIMATE DJ

CORRESPONDENCE DATA	
Fax Number:	4014550701
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	401-455-0700
Email:	trademarks@duffysweeney.com
Correspondent Name:	Michael F. Sweeney
Address Line 1:	One Financial Plaza
Address Line 2:	Suite 1800
Address Line 4:	Providence, RHODE ISLAND 02903

ATTORNEY DOCKET NUMBER:	SCRATCH - INMUSIC
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CH \$40.00 85536935

NAME OF SUBMITTER:	Michael F. Sweeney
Signature:	/Michael F. Sweeney/
Date:	10/02/2012
Total Attachments: 5 source=Scratch TM Assignment#page1.tif source=Scratch TM Assignment#page2.tif source=Scratch TM Assignment#page3.tif source=Scratch TM Assignment#page4.tif source=Scratch TM Assignment#page5.tif	

ASSIGNMENT OF TRADEMARK AGREEMENT

THIS ASSIGNMENT OF TRADEMARK AGREEMENT (the "**Agreement**") dated as of September 28, 2012, from **Scratch DJ Game, LLC**, a Delaware limited liability company ("**Assignor**") to **inMusic Brands, Inc.**, a Florida corporation ("**Assignee**").

WHEREAS, Assignor has adopted, is using, and is the owner of all right, title and interest in the Marks and the goodwill of the business in connection with which such Marks are used identified on Exhibit A attached hereto (the "**Marks**"); and

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in, to and under the Marks;

NOW, THEREFORE, for good and valuable consideration of the sum of Ten Dollars (\$10.00) to it in hand paid by Assignee, the receipt of which is hereby acknowledged, Assignor does hereby assign, transfer and sell unto Assignee, all right, title and interest in and to the Marks, the right to sue for infringement that occurred prior to the date hereof, together with the goodwill together with that part of Assignor's business to which the Marks pertain, which business is ongoing and existing, the goodwill of the business symbolized by the Marks, and the above identified registration of the Marks. And, Assignor hereby covenants and agrees that it will, at Assignee's reasonably request and at its expense, (i) communicate to Assignee, its successors, assigns or other legal representatives, any facts known to it respecting the Marks, (ii) testify in any legal proceeding, (iii) sign all lawful papers and execute all affidavits, (iv) make all rightful oaths and (v) generally do everything possible to aid Assignee, its successors, assigns or other legal representatives to obtain, vest and enforce proper protection for said Marks all registrations and applications therefor, including any renewals and extensions of the registrations that are or may be secured, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made; together with all income, royalties or payments due or payable as of the effective date of this assignment or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of her successors, assigns or other legal representatives.


And Assignor hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith, effective the date first written above.

{Signatures follow on next page}

IN WITNESS WHEREOF, the Assignee has executed this Assignment of Trademark Agreement as of the date first written above.

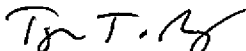
ASSIGNEE:

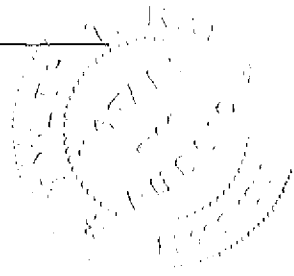
INMUSIC BRANDS, INC.

By: 
Name: Paul R. Antrop
Title: Executive Vice President

STATE OF R.I.
COUNTY OF Providence

On this 08 day of September, 2012, before me, the undersigned notary public, personally appeared Paul R. Antrop, Executive Vice President of inMusic Brands, Inc., proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Paul R. Antrop, Executive Vice President of inMusic Brands, Inc.


Notary Public: 57056
My Commission Expires: 2-24-14



[Trademark Assignment Signature Page – Assignee]

IN WITNESS WHEREOF, the Assignor has executed this Assignment of Trademark Agreement by their duly authorized officers or signatories as of the date first written above.

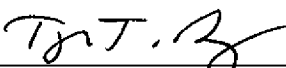
ASSIGNOR:

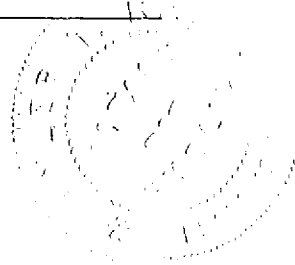
SCRATCH DJ GAME, LLC

By: 
Name: Paul R. Antrop
Title: Executive Vice President

STATE OF RI
COUNTY OF Providence

On this 28 day of September, 2012, before me, the undersigned notary public, personally appeared Paul R. Antrop, Executive Vice President of Scratch DJ Game, LLC, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Paul R. Antrop, Executive Vice President of Scratch DJ Game, LLC.


Notary Public: 57056
My Commission Expires: 2-24-14



[Trademark Assignment Signature Page – Assignor]

EXHIBIT A

4814-2556-4433, v. 2

Client: SCR

Scratch DJ Game, LLC

Trademark	Case Number/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
SCRATCH THE ULTIMATE DJ	SCRATCH THE ULTI/2 United States of America	Pending 09 Int.	85536935 08-Feb-2012	